Government of Karnataka

Bengaluru Solid Waste Management Limited

REQUEST FOR PROPOSAL

Transportation of LVP/RDF from Subbarayanapalya/Kannahalli MSW processing plant to cement industries.

OFFICE OF THE DEPUTY GENERAL MANAGER-3,
Bengaluru Solid Waste Management Limited
1st Floor, Uni Building, Thimmaiah Road, Vasantha Nagar,
BANGALORE – 560 052

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SECTION 1. – LETTER OF INVITATION

1.1 The DGM-3 on behalf of Managing Director, BSWML invites proposal for **Transportation of LVP/RDF from Subbarayanapalya/Kannahalli MSW processing plant to cement industries**.

The objectives and details on the Services are provided in the attached Terms of Reference.

1.2 The Consultant will be selected under Least cost selection method and in line with the procedures described in this RFP.

1.3 The RFP includes the following documents:

Section 1 - Letter of Invitation
Section 2 - Information to Consultants
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
Section 6 - Standard Form of Contract.

1.4 The RFP is open to all the eligible service provider.

BENGALURU SOLID WASTE MANAGEMENT LIMITED

Office of the Deputy General Manager-3, 1st Floor, BBMP Building,
Thimmaiah Road, Vasanth Nagar, Bengaluru-560052.

****

No.DGM-3/BSWML/TEND/ /2025-26 Date: 24-12-2025

INVITATION FOR SHORT TERM TENDER (IFT)

(Only through GOK KPP Portal Only)

The Tender documents can be downloaded from the Karnataka Public Procurement Portal Website (https://kppp.karnataka.gov.in) on payment of prescribed fee noted against each item of work (non-refundable) in the form of e-Payment through Karnataka Public Procurement Portal. The Bidder shall submit the bid through Karnataka Public Procurement Portal.

Sl. No	Name of the Work	Estimated amount Rs.in lakhs	EMD (in Rupees)	Stipulated Period of Service Contract
1	Transportation of LVP/RDF from Subbarayanapalya/Kannahalli MSW processing plant to cement industries, Call-2.	477.80	Rs. 1.00 lakh through e-payment under the following i.e. online /RTGS/NEFT/OTC and the balance Rs. 6,16,700/- by Bank Gurantee / FDR issued by Nationalised /	06 Months

			Scheduled Bank	

CALENDER OF EVENTS:

1. Date of Pre bid meeting: 30.12.2025 at 15:00 hours in office of the Chief Engineer & Chief General Manager (Tech), BSWML, BBMP Building, Thimmaiah Road, Vasanth Nagar, Bengaluru – 560052.
2. Last date of submission of Bids in KPP Portal: 01.01.2026 before 16:00 hours.
3. The Technical Bid opening date in KPP Portal: 02.01.2026 after 16:30 hours.

NOTE:

1. Aspiring Bidders/Contractors who have not registered in Karnataka Public Procurement Portal should the website (https://kppp.karnataka.gov.in)register before participating through the website (https://kppp.karnataka.gov.in)
2. The Bidder shall be required to meet eligibility criteria as per the tender conditions vide Bid Document.
3. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
4. All the required information required for Bids must be filled and submit online.
5. For details, registration and e-payment visit GOK Karnataka Public Procurement Portal website https://kppp.karnataka.gov.in or contact Karnataka Public Procurement Portal Helpdesk.
6. Any Addendum/Corrigendum shall be published in the KPP Portal only.

Sd/-
Deputy General Manager-3
BSWML, Bengaluru.

Copy Submitted to the:

1. Hon'ble Chairman, BSWML & ACS, UDD for kind information.
2. Hon'ble Managing Director, BSWML/Chief Commissioner, GBA for kind information.
3. Chief Executive Officer, BSWML for kind information.
4. Chief Operational Officer, BSWML, for kind information.
5. Chief Engineer & Chief General Manager (Tech), BSWML, for kind information.
6. Chief Financial officer, BSWML for kind information.
7. Company Secretary, BSWML for kind necessary action.

8. Office Copy

Deputy General Manager-3
BSWML

SECTION 2. INFORMATION TO BIDDERS[1]

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm, in accordance with the method of selection indicated in the Data Sheet.

1.2 The Bidder are invited to submit a Technical Bid and a Financial Bid, as specified in the Data Sheet (the Bid) for services required for the Assignment named in the Data Sheet ***through the KPP portal***. The Bid will be the basis for contract negotiations and ultimately for a signed contract with the selected Bidder.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Bidder under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Bidder must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Bidder are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre- proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Bidder's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Bidder should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the Bidder in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Government of Karnataka (GOK) expects Bidder to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, Bidders shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Bidders or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Bidders.

1.7.2 As pointed out in para. 1.7.1 (a) above, Bidders may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Bidder should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Bidder will be hired for the purpose.

1.8 It is GOK's policy to require that Bidders observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Bidders (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(e) will have the right to require that, GOK to inspect Bidder's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10 Bidders shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. Clarification and Amendment of RFP Documents

2.1 Bidders may request a clarification of any item of the RFP document up to the number of days indicated in the KPP portal. Any request for clarification must be through KPP portal. A prospective bidder requiring any clarification may notify online the authority inviting the bid. The authority inviting bid will respond to any request(s) for clarification received up to pre- bid meeting. Description of clarification sought and the response of the authority inviting the bid will be uploaded for information of the public or other bidders in the KPP portal without identifying the source of request for clarification.

2.2 Before the deadline for submission of bids, the Client may modify the bidding documents by issuing online addendum. The addendum will appear on the web page of the website https://kppp.karnataka.gov.in. Any addenda thus issued shall be part of the bidding documents and deemed to have been communicated to all the prospective bidders in the KPP portal. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Client shall extend as necessary the deadline for submission of bids.

3. PREPARATION OF PROPOSAL

3.1 Bidders are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, Bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Bidders must give particular attention to the following:

(i) If a Bidder considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual Bidder(s) and/or other firms or entities in a joint venture, as per the format given in 3I.

(ii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(i) Reports to be issued by the Bidders as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

(ii) The bidder shall submit a valid vendor code issued in the bidder's name on the official letterhead of the Cement Industry, duly endorsed by the Plant In-Charge (with seal, name, and contact number) of Cement industry which shall be registered on the Centralized Extended Producers Responsibility (EPR) Portal for Plastic Packaging. The vendor empanelment must cover a minimum of 10 vehicles, each with a carrying capacity of 20 tonnes or equivalent**.**

(iii) Achieved in at least two financial years a minimum financial turnover of Rs.477.80 Lakhs (usually not less than two times the estimated amount under this contract).

(iv) The bidder should submit a liquid asset and /or availability of credit facilities of not less than Rs.143.34 Lakhs (Credit lines/ letter of credit/certificates) from banks for meeting the fund requirement etc.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the Bidder's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(iv) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal shall be quoted as shown in KPP portal.

3.7 Bidders shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Bidder is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Bidders who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The Technical Bid and Financial Bid; see para 1.2 shall be uploaded in the KPP portal. The documents and details mentioned in clause 3 above shall be submitted online on website https://kppp.karnataka.gov.in Details and process of online submission of the tender and relevant documents are given in the website mentioned above as per the KTPP act.

4.2 An authorized representative of the Bidder initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal. The bidding under this contract is electronic bid submission through website https://kppp.karnataka.gov.in. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of works for which bids are invited. The prospective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC). The DSC can be obtained from any authorized certifying agencies. The bidder should register in the web site https://kppp.karnataka.gov.in . After this, the bidder can login the site through the

secured login.

4.3 Bidders are requested to go through the bid documents carefully and submit the required information without exception otherwise bids will be rejected.

4.4 The completed bid comprising documents indicated in clause 3, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document

4.5 Bids must be received by the Client online not later than time specified in the bid data sheet. The electronic bidding system would not allow any late submission of bids after due date and time as per server time.

4.6 After the deadline for submission of Bids the Technical Bid will be opened on the date & time as mentioned in NIT. The Financial Bid of the successful bidders only will be opened after completion of technical bid evaluation.

5. PROPOSAL EVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Bidder to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Bidder's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the evaluation of technical Bid is completed, the Client shall notify those Bidder whose Bids did not meet the minimum qualifying mark or were considered nonresponsive to the bid document and Terms of Reference, indicating that their Financial Bids will not be opened after completing the selection process. The Client shall simultaneously notify the Bidders those have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Bids. The opening date shall not be sooner than one week after the notification date. The notification may be intimated through the KPP portal.

5.5 deleted.

5.6 deleted.

5.7 The Client will select the lowest proposal ('evaluated' price) among those that passed the minimum technical score. The selected Bidder will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet and through the KPP portal. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Bid, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Bidder will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Bidder can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 The financial negotiations will involve the operational costs of the plant (not on breakdown of fees).

6.4 Having selected the Bidder on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Bid. Before contract negotiations, the Client will require assurances that the experts and the tools and equipment's will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the Bid without confirming their availability, the Bidder may be disqualified.

6.5 deleted.

7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Bidders on the shortlist that they were unsuccessful (para 5.3)

7.2 The Bidder is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

DATA SHEET

Information to Consultants

Clause Reference	
1. 1	The name of the Client is: ***Bengaluru Solid Waste Management Limited*** The method of selection is: ***Least Cost Selection (LCS)***
1.2	Technical and a Financial Bids are requested: ***Yes*** The name, objectives and description of the Assignment are mentioned in the

<table>
<tr><td>Clause Reference</td><td></td></tr>
<tr><td></td><td>SECTION:05 Terms of reference</td></tr>
<tr><td>1.3</td><td>The Assignment is phased: NO.
The contract for 06 months shall be awarded to the bidder.</td></tr>
<tr><td>1.4</td><td>A pre-Bid meeting will be held: Yes, as per KPP portal.
The name(s), address(es), and telephone/numbers of the Client’s Official(s) are: as per KPP portal.</td></tr>
<tr><td>1.5</td><td>The Client will provide the following inputs: As per TOR.</td></tr>
<tr><td>1.7.2</td><td>The Client envisages the need for continuity for downstream work: Yes</td></tr>
<tr><td>1.10</td><td>The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.</td></tr>
<tr><td>2.1</td><td>Clarifications may be requested up to one day prior to pre-Bid conference</td></tr>
<tr><td>3.1</td><td>Bids should be submitted in the following language(s): English</td></tr>
<tr><td>3.3</td><td>i. Shortlisted Bidder may associate with other shortlisted Bidder: No
iii. Reports which are part of the assignment must be written in the following language: English</td></tr>
<tr><td>3.4</td><td>i. Training is an important feature of this Assignment: Yes
ii. Additional Information in the Technical Bid includes: Nil</td></tr>
<tr><td>3.9</td><td>Bids must remain valid 180 days after the submission date</td></tr>
<tr><td>4.5</td><td>Bids must be submitted no later than the following date and time as mentioned in KPP portal.</td></tr>
<tr><td>5.1</td><td>The address to send information to the Client is
Deputy General Manager-3
Bengaluru Solid Waste Management limited (BSWML)
1st & 2nd Floor, Uni Building, Timmaiah Road ,
Vasanth Nagar, Bangalore – 560 052</td></tr>
<tr><td>5.3</td><td>The number of points to be given under each of the evaluation criteria are:</td></tr>
<tr><td></td><td>
<table>
<tr><th>Sl.No</th><th>Criteria</th><th>Points</th></tr>
<tr><td>01</td><td>The bidder shall submit a valid vendor code issued in the bidder’s name on the official letterhead of the Cement Industry, duly endorsed by the Plant In-Charge (with seal, name, and contact number) of Cement industry which shall be registered on the Centralized Extended Producers Responsibility (EPR) Portal for Plastic Packaging. The vendor empanelment must cover a minimum of 10 vehicles, each with a carrying capacity of 20 tonnes or equivalent.</td><td>60</td></tr>
<tr><td>02</td><td>Achieved in at least two financial years a minimum financial turnover of Rs.477.80 Lakhs (usually not less than two times the estimated annual payments under this contract)</td><td>40</td></tr>
</table>
The minimum technical score required to pass is: 75 Points
</td></tr>
<tr><td>7.2</td><td>The Assignment is expected to commence on</td></tr>
<tr><td>Note 1:</td><td>Bidders are required to pay EMD of Rs. shall be paid online through KPP Portal. Rs. 1.00 lakh through e-payment under the following i.e. online /RTGS/NEFT/OTC and the balance Rs. 6,16,700/- by Bank Gurantee / FDR issued by Nationalised / Scheduled Bank/ e-payment under the following i.e. online /RTGS/NEFT/OTC.</td></tr>
<tr><td>Note 2:</td><td>Before award of Tender Bidders are required to submit Security Deposit of 5% of</td></tr>
</table>

Clause Reference	
	negotiated in the form of Fixed Deposit in favor MD, BSWML/ Bank Guarantee as follows: Account Name: Bengaluru Solid Waste Management Limited Account Number: 8401132000077 IFSC Code: CNRB0008401 MICR CODE: 560015100 Branch: BBMP, Sampangiramanagar, Bangalore FD/BG shall be issued by a nationalized/scheduled bank located in India in the form given in Forms of Bids. The bid security submitted shall be valid for 30 days beyond the date of completion of project.

SECTION 3.

TECHNICAL PROPOSAL - STANDARD FORMS

3A	Technical Proposal submission form.
3B	Consultant’s references.
3C.	Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.
3D	Deleted.
3E	Deleted.
3F	Deleted.
3G.	Deleted.
3H	Deleted.
3I	Joint Venture format
3I (A)	Power of Attorney of Authorised Signatory
3 J	Format of banker’s certificate/ line of credit letter

3A. - TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant)

To,
Deputy General Manager -3
BSWML, Uni Building, Thimmaiah Road,
Vasanth Nagar, Bangalore – 52.

Sir / Madam,

Subject: Transportation of **LVP/**RDF from Subbarayanapalya/Kannahalli MSW processing plant to cement industries**–** regarding Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal notified in the KPP portal as indent no: ..... We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope in Government of Karnataka KPP portal.

If negotiations are held by the employer, we undertake to attend negotiations. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you

receive.

We remain,

Yours sincerely,

Authorised Signatory:
Name and Title of Signatory:
Name of Consultant:
Address:

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs.M):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

3D. DELETED

3E. DELETED

3F. DELETED

3G. DELETE

3H. DELETD

3I - Joint Venture Format

M**emorandum of Understanding (*)**

between

_____

And

_____

Whereas the Managing Director, BSWML Karnataka State the '**Employer**' has invited proposal for appointment of logistic provider for the work of transportation of LVP/RDF from Subbarayanapalya/Kannahalli MSW processing plant to cement industries..– hereinafter called the Project.

And Whereas _____ (Lead Consultant) _____ JV Consultant have agreed to form a Joint Venture to provide the said services to the Employer as Project Management Consultancy (PMC) Services; and

Now, therefore, it is hereby agreed by and on behalf of the JV Consultant as follows:
(i) _____ will be the lead Consultant and _____ will be the JV Consultant

(ii) _____ (any of JV Consultant) shall be the in charge of overall administration of contract and shall be authorised representative of all JV Consultants for conducting all business for and on behalf of the JV during the bidding process and subsequently, represent the joint venture for and on behalf of the JV for all contractual matters for dealing with the Employer and the work Contractor if Consultancy work is awarded to JV.

(iii) All JV partners do hereby undertake to be jointly and severely responsible for all the obligation and liabilities relating to the consultancy work and in accordance with the Terms of Reference of the Request for Proposal for the Consultancy Services.

(iv) Subsequently, if the JV is selected to provide the desired consultancy services, a detailed MOU indicating the specific project inputs and role of each Consultant along with percentage sharing of cost of services shall be submitted to the Employer (Consultant may submit the detailed MOU along with percentage sharing of cost at the time of bidding also).

For_____ (Name of Lead Consultant)
_____

Managing Director/Head of the Firm
Address
For_____ (Name of JV Consultant)
_____

Managing Director/Head of the Firm

Address

(* To be executed on appropriate non judicial stamp paper)

3I (A) Power of Attorney of Authorised Signatory (*)

Know all men by these presents, we…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), …… son/daughter/wife of …… and presently residing at ……., who is presently employed with **us** and holding the position of …… , as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for '**Transportation of LVP/RDF from Subbarayanapalya/Kannahalli MSW processing plant to cement industries**.' Project proposed or being developed by the Director, Directorate of Municipal Administration, Bangalore (the "Employer") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 20…… in line with the following points

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For

……

(Signature, name, designation and address)

Witnesses:

1.

2. (Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Authorized Signatory)

(* To be executed on appropriate non judicial stamp paper)

3J: FORMAT OF BANKER'S CERTIFICATE/ LINE OF CREDIT LETTER
ON BANKS LETTER HEAD

……

(TO BE ISSUED IN THE LETTER HEAD OF THE BANK BRANCH)

Reference Number (Sl. No.)

Place:

Date :

To:

(Name of Address of the Beneficiary)

This is to certified that, Mr./ Mrs. …… (Name of the Customer) having his/ their registered/ Administrative office at …… Is a customer of our bank and is/ are engaged in …… (Name of activity). If the said customer is allotted/ awarded with …… (Brief details of works), we may extend the credit facilities up to Rs. …… Lakhs to meet his/ their working capital requirement towards the execution of the said work order as per the loan policy of the Bank.

This certificate is valid up to 3 months from the date of issue, i.e. up to dd/mm/yyyy.

Yours faithfully,

Branch Manager.

SECTION 4 . FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form through KPP portal.

4B. Summary of costs through KPP portal.

4C. Breakdown of costs through KPP portal.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

To be submitted through KPP portal, as required by the KPP portal.

SECTION 5: TERMS OF REFERENCE

1. BACKGROUND

BSWML transports dry waste from various locations across Bengaluru to designated processing plants such as Kannahalli/Subbarayanapalya. At these facilities, the dry waste is segregated by category and subsequently loaded into tippers by BSWML.

To ensure scientific waste management and environmentally responsible disposal, the segregated waste (including LVP/RDF) is required to be transported to EPR registered Cement Industries for co-processing. For this purpose, bidders must be empanelled as vendors with eligible Cement Industries and must meet specific technical and financial criteria before being awarded the transportation contract.

2. A CONCISE STATEMENT OF OBJECTIVES

The primary objectives of this assignment are:

1. To ensure safe, efficient, and compliant transportation of segregated dry waste / RDF from BSWML processing plants to Cement Industries for co-processing.
2. To engage qualified bidders who are:
    - Empanelled with Cement Industries registered on the Centralized EPR Portal for Plastic Packaging.
    - In possession of a valid vendor code endorsed by the respective Cement Plant In-charge.
    - Equipped with a minimum fleet of 10 tipper vehicles of 20-tonne capacity each or equivalent.
    - Financially capable, having achieved a minimum turnover of ₹477.80 Lakhs in at least two financial years.
3. To ensure that transportation is carried out without spillage, maintaining environmental and road safety standards.

3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT

The bidder will be responsible for the following tasks:

1. Deploying tippers at BSWML processing plants as per scheduled requirements.
2. Receiving segregated waste loaded by BSWML.
3. Transporting the waste safely to the designated Cement Plant.
4. Ensuring no spillage during transit through appropriate vehicle covers and safety measures.

5. Maintaining records of:
    - Trips made
    - Quantities transported
    - Acknowledgment receipts from Cement Industry
6. Coordinating with BSWML officials and Cement Plants to ensure smooth logistics.

C. Compliance & Reporting

1. Adhering to BSWML's operational guidelines and environmental norms.
2. Providing monthly reports including:
    - Fleet deployment status
    - Trip sheets
    - Co-processing acknowledgments
3. Ensuring all vehicles meet regulatory safety and emission standards.

4. SCHEDULE FOR COMPLETION OF TASKS

This project will run as a continuous operational assignment till the end of quantity as mentioned in the work order.

5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

BSWML (the Client) will provide:

A. Data & Documentation

1. Designated Cement Plants for delivery.
2. Authentication formats for trip acknowledgment.

B. Services

1. Loading of segregated waste into the bidder's tippers at MSW plants.
2. On-site operational coordination support.
3. Timely verification of trip sheets and delivery acknowledgments.

C. Facilities

1. Access to MSW processing facilities for vehicle entry and loading.
2. Space for temporary vehicle parking where available.

6. Payment Schedule

1. Monthly Billing:
   Payment will be made on a monthly basis against:
   - Verified trip sheets
   - Delivery acknowledgments from the Cement Industry
   - Compliance with safety and service standards
2. Verification Timeline:
   BSWML will verify the documents within 15 days of submission.

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

between

_____

[Name of Client]

and

_____

[Name of Consultants]

Dated :

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I. FORM OF CONTRACT

This CONTRACT (here in after called the" Contract")is made the _____day of the month of **……**between, on the one hand, Deputy General Manager-3 ----------District, ----------(here in after called the" Client")and, on the other hand**,……**(here in after called the" Consultants").

WHEREAS

[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:

"……(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants.")"]

WHEREAS

(a) the Client hasrequestedtheConsultantstoprovidecertainconsultingservicesasdefinedin theGeneral Conditions of Contract attached to this Contract(here in after called the" Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnelandtechnicalresources,haveagreedtoprovidetheServicesontheterms and conditions set for thin this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract: (a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

Appendix A:	Description of the Services	
Appendix B:	Deliverables by consultants and performance of	
Appendix C: Appendix D	Key Personnel and Sub key professionals Services and Facilities to be provided by the Client Breakdown of Contract Price	---------- - _____
Appendix F:	Form of Guarantee for performance security deposit	_____

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF
OF [NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF
OF [NAME OF CONSULTANT]

By
(Authorized Representative)

[***Note**: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE

CONSULTANTS [Name of

Member]

By
(Authorized

Representative) [Name of

Member]

By
(Authorized Representative)

etc
.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of

Contract;

(f) "Government" means the Government of

Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", shall be the authorized representative of the Consultant specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) "Sub-Consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) ‘Third party” means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the

meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, e-mail, fax or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Bangalore or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Consultants, Sub-Consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. (Consultancy services for BSWML works are exempted from GST)

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (f):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) Any events listed in SC.

(f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause

GC 3.3 hereof; (iii) any right which a Party may have

under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every

reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultants:

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- Consultants or third parties.

3.2 Conflict of Interests

3.2.1 **Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount

or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Consultants and Affiliates Not to engage in certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-Consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

Neither the Consultants nor their Sub-Consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Consultants, their Sub-Consultants, and the Personnel of either of them shall not, either during the term or within two (2) years

after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to Be Taken out by the Consultants**

The Consultants (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub- Consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-Consultants"), and

(c) any other action that may be specified in the SC.

3.6 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance

with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Consultants' Personnel and Sub-Consultants

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client with negative financial implication of 2.50 % of the quoted monthly emoluments against the original key professional at the time of

agreement.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. Payment to the Consultants:

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-Consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have

agreed to additional payments in accordance with Clause 2.4.

6.2 **Contract Price**

The Contract price is set forth in the SC.

6.3 **Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 **Terms and Conditions of Payment**

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5 **Interest on Delayed Payments**

If the Client has delayed payments beyond fifteen (60) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. **Settlement of Disputes**

7.1 **Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of Amendments of, and Supplements to, Clauses in the General

GC Clause Conditions of Contract

[1.1(h) The Member in Charge is ___].

[1.4.1 The addresses are : Client : Deputy General Manager-3,
BSWML

Contact Officer : Deputy General Manager-3,
BENGALURU SOLID WASTE MANAGEMENT LIMITED,
1st Floor, Uni Building, Thimmaiah Road, Vasantha Nagar,
BANGALORE – 560 052

Telephone No:..... Fax No: .....

E-mail :.....

Consultant	:
Address	:
Telephone Number	:
Fax	:
e-mail	:

[Note: Fill in the blanks]

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered post, on delivery;

(b) in the case of Fax/e-mail, 24 hours following confirmed transmission.

[1.6 Deputy General Manager-3 BENGALURU SOLID WASTE MANAGEMENT LIMITED is the Authorised Representative of Deputy General Manager-3 BSWML (Client).The Client's Authorised Representative shall take all the actions required with respect to the execution of this Contract. However, Client Authorised Representative can recommend to the Client regarding termination of contract with relevant contractual documents.

Consultant shall nominate his authorized representative for execution of this contract through appropriate Power of Attorney supported by Board Resolution

The authorized representatives for client: Deputy General Manager-3 BSWML, Bengaluru

The authorized representatives for Consultants: Mr. ----------

Designation: ----------

Firm name and Address:

[1.7.1 The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/reimbursed by the Client separately.] (Consultancy services for BSWML works are exempted from GST)

[2.1 The date on which this Contract shall come in to effect is:..... Date of Agreement

[2.2 The time period shall be21 days from the date of signing of Agreement.

[2..3 (e) Performance of consultant: As per terms of reference and scope of services.

[3.1 The risks and the coverage's shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-Consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance for the period of Consultancy;

(3) Client'sliabilityandworkers'compensationinsuranceinrespectofthePersonneloftheConsultants and of any Sub-Consultant in accordance with the relevant provisions of the Applicable Law, as well as,withrespecttosuchPersonnel,anysuchlife,health,accident,travelor other insurance as may be appropriate;

(4)Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

[*Note: Fill in the blanks and delete what is not applicable*] [3.35(c) As defined in Terms Of Reference (TOR).

[3.6 The Consultants shall not use these documents for purpose sun related to this Contract without the prior written approval of the Client.]

[5.1.(d) Clause 5.1 (b) is not applicable.

[6.2 The amount of Contract is Rs. .....

[6.4 Payments shall be made according to TOR:

Terms of Payment:

The payment to Consultant shall be paid in prorate to the deliverables of the consultant as per the terms of reference.

[6.5 Payment shall be made within 45 days of receipt of the invoice and their relevant documents specified in Clause6.4, and within 60 days in the case of the final payment.

[7.2 Differences/dispute/grievances shall be settled by dispute resolution board in accordance with the following Procedure

The dispute resolution authority is under the chairman ship of District in Charge Secretary of concerned district. The disputes or differences shall be referred to dispute resolution authority. The dispute resolution authority shall shuttle the differences/dispute/grievances within 60 days from the receipt of the same.

a) The dispute resolution authority proceedings shall be held in ..... and the language of the proceedings and that of all documents and communications between the parties shall be in English.

b) The performance under the contract shall continue during the dispute resolution proceedings and payments due to the Consultant by the Client shall not be withheld, unless they are the subject matter of the dispute.

IV. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Deliverables by Consultants and performance of Consultants

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C: Key Personnel and Sub Key proposal

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work, and staff-months for each.

C-2 List of approved Sub-Consultants [if already available]; same information with respect to their Personnel as in C-1 through C-2)]

Appendix D: Services and Facilities to be provided by the Client

(Refer Section 5: Terms of reference)

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)

2. Reimbursable expenditure:

This appendix will exclusively be used for determining remuneration for additional services.

Annexure-1

Letter of Acceptance (Clause 2.7.1)

(Letter head paper of the Client)

_____[date]

To: _____

[name and address of the Consultant]

Dear Sirs,

This is to notify you that your proposal dated _____ Transportation of LVP/RDF from Subbarayanapalya/Kannahalli MSW processing plant to cement industries for the Contract Price of Rupees ( ) [amount in words and figures], as corrected and modified is hereby accepted by our Department

You are hereby requested to furnish Performance Security deposit in the form detailed in Clause 2.9.1 of Information To Consultants for an amount of Rs. ———— within21 days of the receipt of this letter of acceptance valid up to 90 days from the date of expiry of contract period i.e. up to ..... and sign the contract, failing which contract stands terminated.

Your's sincerely,

Deputy General

Manager-3

BSWML

Annexure 2: FORM OF PERFORMANCE SECURITY (PERFORMAMANCE BANK GUARANTEE)

(Clause-2.9 of Information to Consultant)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: **.....** Bank Guarantee:**.....** Date: **.....**

To

The Deputy General Manager-3

BSWML, Bengaluru

WHEREAS**.....**[Name and address of Consultants] hereinafter called "the Consultants") has undertaken, in pursuance of Contract No. **.....** dated ..... to provide the services on terms and conditions set forth in this Contract **Transportation of RDF from Subbarayanapalya/Kannahalli MSW processing plant to cement industries.** Form of Guarantee for performance security deposit (hereinafter called the "the Contract"). AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of ..... [amount of Guarantee] ..... [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the

Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs…….. (Rs ……..) and the guarantee shall remain valid till ……Unless a claim or a demand in writing is made upon us on or before…….. all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of 09 months i.e. up to 3 months beyond the expiry of contract period.

Signature and Seal of the Guarantor……. In presence of

Name and Designation

(Name, Signature &

Occupation)

Name of the Bank

Address

(Name & Occupation)

Date……